



**In the matter of
Case No. X0056251
PropertyMark v Mr. R Lewis MARLA MNAEA**

**Disciplinary Tribunal Hearing held on
Thursday 14th February 2018**

Case of

Mr. Robert Lewis MARLA MNAEA, a Director, Balmforth Property Management Limited t/a Balmforth, 22-26 High Street, Mildenhall, Bury St Edmunds, Suffolk, IP28 7EQ

A member of ARLA and of NAEA

at

PropertyMark, Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, CV34 6LG

Alleged breaches as set out by the Disciplinary Case Manager:

Conduct Rule 1.14

Payments out of a Client (Bank) Account

A member's firm should withdraw, transfer or make a payment from a client bank account only in the following circumstances:

- 1.14.1. Money paid in to open or maintain the account in accordance with clause **1.13.1** of this Rule and where it is no longer required.
- 1.14.2. Money paid into the account in accordance with clause **1.13.4** of this Rule, which does not belong to the Client, for payment to the person lawfully entitled to it.
- 1.14.3. Within three working days of becoming aware of a relevant contravention, money paid into the account in contravention of this Rule.
- 1.14.4. Money payable to a Client, or, to an appropriate person suitably authorised (in writing) to receive such payments on that Client's behalf.
- 1.14.5. Money being paid directly into another Client Bank Account.
- 1.14.6. Reimbursement of money to the member's firm for money expended by the member's firm on behalf of the Client.
- 1.14.7. Money lawfully and contractually due, in respect of a PPD member's firm's fees and charges.
- 1.14.8. Legitimate disbursements, e.g. amounts subject to invoices, costs or demands incurred or received on behalf of the Client.

1.14.9. Provided that in the case of money drawn under sub-clauses **1.14.6** and **1.14.7**

above.

a) The payment is in accordance with lawful and contractual written arrangements (for example via terms of business, pre-contract/tenancy application documents, tenancy agreement, letter of engagement), previously agreed between the parties; or

b) The Client, or an authorised representative, has been notified or invoiced in writing by the member’s firm of the amount and purpose for which the money is being withdrawn and no objection has been raised within a reasonable timescale.

1.14.10. Provided always that, under rule **1.14**, no payment shall be made for or on behalf of an individual Client that exceeds the total amount held on behalf of that particular Client.

After consideration of the facts and submissions the Tribunal found as follows:

Alleged Breach	Findings	Sanction
Rule 1.14	Admitted	£500

The Tribunal made an order for costs in the sum of £195 in favour of Propertymark.

The case falls within the Propertymark Publications Policy.

The Tribunal issued the following statement:

“The Tribunal is grateful for Mr. Lewis attending today’s hearing. It is evident from Mr. Lewis’s responses and actions to the correspondence that this situation has been taken very seriously.

Mr. Lewis gave the Tribunal insight in to how this occurred, and procedures already put in place to ensure that client’s monies are not accessed again.”